



31 Loftus Street, Suva
P.O. Box 218, Suva
Fiji islands
Phone: (679) 3314466
Fax: (679) 3300081

Embassy of the United States of America

Date: August 23rd 2010

To: Prospective Quoters

Subject: Request for Quotations number SFJ60010Q0005

Enclosed is a Request for Quotations (RFQ) for Pre-fabricated break-room & gymnasium facility. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

A site visit is scheduled for August 27th, 2010 at 10am. Please email Ellen Moses, MosesEE@state.gov your full name by August 25th 4pm, should you wish to attend.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract/purchase order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Quotations are due by September 15th, 2010, no later than 12pm.

Sincerely,



Contracting Officer

Enclosure

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

PAGE 1 OF
24

2. CONTRACT NO.

3. AWARD/EFFECTIVE
DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER

SFJ60010Q0005

6. SOLICITATION ISSUE DATE

08/20/10

7. FOR SOLICITATION
INFORMATION CALL

a. NAME

Ellen Moses

b. TELEPHONE NUMBER(No collect
calls)

679 331-4466

8. OFFER DUE DATE/
LOCAL TIME

09/15/10 before 12pm

9. ISSUED BY

CODE

American Embassy Suva
31 Loftus Street
Suva
Fiji

10. THIS ACQUISITION IS

☒ UNRESTRICTED☐ SET ASIDE: % FOR☐ SMALL BUSINESS☐ HUBZONE SMALL
BUSINESS☐ 8(A)NAICS:
SIZE STD:11. DELIVERY FOR FOB
DESTINATION UNLESS
BLOCK IS MARKED☐ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

☒ RFQ☐ IFB☐ RFP

15. DELIVER TO

CODE

US EMBASSY SUVA
158 PRINCES ROAD
TAMAVUA

16. ADMINISTERED BY

CODE

17a. CONTRACTOR/
OFFEROR

CODE

FACILITY
CODE

18a. PAYMENT WILL BE MADE BY

CODE

FMO
American Embassy
P.O. Box 218
Suva☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT
SUCH ADDRESS IN OFFER18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS
BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See section 1 attached. (Use Reverse and/or Attach Additional Sheets as Necessary)			See section 1 Attached.	

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____
COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER
ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY
ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED
HEREIN.☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____.
YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY
ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS
ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or Print)

31c. DATE SIGNED

Kevin Babcock

08/20/10

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449
RFQ NUMBER SFJ60010Q0005
PRICES, BLOCK 23

I. Scope of Services

- A. The contractor shall deliver and install a pre-fabricated break room & gymnasium facility composed of 4 refitted 40 foot containers to the U.S. Embassy Suva. This is a "firm-fixed price" type of purchase order/contract.
- B. The price listed below shall include all labor, materials, overhead, profit, and transportation necessary to deliver the required items to the American Embassy located at

158 Princes Rd
Suva, Fiji

- C. All prices are in Fijian Dollars

II. Pricing

<u>Line Item</u>	<u>Description</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Total Price</u>
01	Pre-fabricated break-room & gymnasium facility	_____	1	_____
Grand Total				_____

CONTINUATION TO SF-1449
RFQ NUMBER SFJ60010Q0005
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

I. Pre-fabricated break room & gymnasium facility composed of 4 refitted 40 foot containers: see attachment (A).

II. Delivery Location and Time

A. The contractor shall deliver all ordered items to the U.S. Embassy Suva. The address is:

U.S. Embassy Suva
158 Princes Rd
Suva, Fiji

B. The contractor shall have access to the delivery site for site preparation on February 1, 2011 and will have the facility completely installed by February 28, 2011.

C. Any contractor personnel involved with the delivery of the items shall comply with standard U.S. Embassy regulations for receiving supplies. The Contracting Officer's Representative (COR) will be responsible for instructing contractor personnel at the time deliveries are made. Prior notice of at least 3 days ☒ will ☐ will not be required.

D. If delivery will be to U.S. Embassy, delivery shall be made between the hours of 0800 and 1700.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4, CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAR 2009), is incorporated by reference. (See SF-1449, block 27a).

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JUNE 2010)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
- [] Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- [] (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).
- [] (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter I ([41 U.S.C. 251 note](#))).
- [] (3) – (19) Reserved
- [X] (20) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (August 2009) (E.O. 13126).
- [] (21) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- [] (22) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- [] (23) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- [] (24) [52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).
- [] (25) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- [] (26) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- [] (27) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items
- [] (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- [] (28) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- [] (29) (i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- [] (ii) Alternate I (DEC 2007) of [52.223-16](#).
- [] (30) Reserved
- [] (31) (i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- [] (ii) Alternate I (Jan 2004) of [52.225-3](#).
- [] (iii) Alternate II (Jan 2004) of [52.225-3](#).
- [] (32) [52.225-5](#), Trade Agreements (AUG 2009) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301 note](#)).

- [x] (33) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- [] (34) – (35) Reserved
- [] (36) [52.232-29](#), Terms for Financing of Purchases of Commercial Item (FEB 2002)(41 USC 255(f), 10 USC 2307(f))
- [] (37) [52.232-30](#), Installation Payments of Commercial Item (OCT 1995) (41 USC 255(f), 10 USC 2307 (f))
- [] (38) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).
- [X] (39) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999) ([31 U.S.C. 3332](#)).
- [] (40) – (41) Reserved
- [] (42) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- [] (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) Reserved

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12**

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)

The following FAR clauses are provided in full text:

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

The following DOSAR clauses are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.
(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The contractor shall submit invoices in an original and one copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

Invoice is to be delivered to FMO Office, PO Box 218, Suva.

The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

All work shall be performed during 8am to 5pm Mondays to Thursdays and 8am to 3pm on Fridays, except for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

a) The Department of State observes the following days as holidays:

- New Year's Day
- Martin Luther King Jr Birthday
- Presidents Birthday
- Prophet Mohammed's Birthday
- Good Friday
- Easter Saturday
- Easter Monday
- Memorial Day
- Queen's Birthday
- Independence Day
- Labor Day
- Fiji Day
- Columbus Day
- Diwali
- Veterans Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

Any other day designated by Federal law, Executive Order or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Facilities Planner.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (JUN 2008), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

None

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
52.204-6	Data Universal Numbering System (DUNS) Number (APR 2008)
52.209-7	Information Regarding Responsibility Matters (APR 2010)
52.209-8	Updates of Information Regarding Responsibility Matters (APR 2010)
52.214-34	Submission of Offers in the English Language (APR 1991)

The following DOSAR provision(s) is/are provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Katherine Dace, at [679] 331-4466 or fax [679] 330-5106. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible quoter. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options, if any.
- The Government will determine quoter acceptability will be determined by assessing the quoter's compliance with the terms of the RFQ.
- The Government will determine quoter responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:
 - adequate financial resources or the ability to obtain them;
 - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - satisfactory record of integrity and business ethics;
 - necessary organization, experience, and skills or the ability to obtain them;
 - necessary equipment and facilities or the ability to obtain them; and
 - be otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (August 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Definitions. As used in this provision—

“Emerging small business” Reserved

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

““Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).”

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as the term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”— Reserved

“Small business concern” – Reserved

“Veteran-owned small business concern” – Reserved

“Women-owned business concern” - Reserved

“Women-owned small business concern” – Reserved

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

(c) – (d) Reserved

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) – (g) Reserved

(h) Certification Regarding Responsibility Matters (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) [] Are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(1) Listed end products.

(2) Certification.

- ☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

- ☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States

(k) Reserved

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(C)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations. (1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 USC 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 USC 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an offer, the offeror represents that is not an inverted domestic corporation and is not a subsidiary of one.

(End of Clause)

**US EMBASSY SUVA
PRE-FABRICATED BREAKROOM & GYMNASIUM FACILITY**

SOLICITATION DOCUMENT

Request for Proposal- US EMBASSY SUVA – PRE-FABRICATED BREAKROOM & GYMNASIUM FACILITY.

This is a request for proposal to Fitout four (4) seaworthy 40ft containers for temporary accommodation into two distinct areas and shall comprise of:-

1. Gymnasium Facility

- 1.1 Gymnasium Area
- 1.2 Toilet/Shower Facilities - male/female

2. Break Room Facility

- 2.1 Break room
- 2.2 Locker Room - male/female
- 2.3 Change room -male/female
- 2.4 Kitchenette
- 2.5 Toilet/Shower Facilities - male/female

The contractor shall undertake a detailed design of the proposed fit out and review the design with the US Embassy and modify the plans and design as necessary. The Contractor will produce all drawings for reproduction at minimum A3 size. All documentation produced shall be the property of the US Embassy and shall comprise of:-

- 1. Proposed Floor Plan 1:50
- 2. Elevation of the 4 views 1:100
- 3. Cross Section and Details 1:20
- 4. Window and Door Schedule 1:50
- 5. Electrical Layout 1:50
- 6. Plumbing Layout 1:50
- 7. Partition details 1:20

This is an all inclusive procurement- the contractor will be responsible for the fabrication and installation of the entire Facility and the supply of Furniture and Equipment. The temporary facility will be installed at the New Embassy site in Tamavua. All the fit out and fabrication will be done off site.

The USG will provide and install metal conduit inside the SCAC Building for the electrical service connection and sewer connection provisions at MH#5.

Scope of Work

1.0 Refurbish the containers

- 1.1 Remove from container existing floor and all internal panels.
- 1.2 Pressure wash the inside and apply anti corrosive paints to all steel surfaces
- 1.3 Install floor framing and new floor covering. The floor system shall be waterproof and washable. In the Gym area install a shock absorption subfloor system.
- 1.4 Install wall insulation and wall panels
- 1.5 The wall paneling system should be waterproof and washable

- 1.6 Install ceiling insulation and ceiling panels
- 1.7 Apply 2 coats paint to interior and exterior - Embassy to advise on Colors

2.0 Electrical Installation

- 2.1 Supply and install electrical wiring. The electrical sub board should have loads separated into power, lighting, air conditioning and water heating in the main panel
- 2.2 Supply and Install lighting fixtures and switches
- 2.3 Supply and install power outlets
- 2.4 Supply and install Shower/Toilet vent fans
- 2.5 Supply and install air conditioning
- 2.6 Supply cable and install electrical services connection onsite - SCAC

3.0 Water Installation

- 3.1 Install cold and hot water supply pipes to showers, vanity and kitchen sink
- 3.2 Supply and Install 5000Lt reserve water tank outside the location of prefabricated facility
- 3.3 Supply and install 1hp booster pump and pressure tank and connect to water tank
- 3.4 Supply and Install electrical 100Lt hot water heater inside the facility enclosed in a cup board

4.0 Internal Partitions, Doors & Windows

- 4.1 All interior partitions shall be floor to ceiling in height
- 4.2 The wall paneling system should be waterproof and washable
- 4.3 All internal doors shall be standard height and to be hollow core with interior ply to both sides. All external doors shall be standard height and be solid core with exterior ply on both sides
- 4.4 All windows shall be in 100mm aluminum adjustable louvers. Windows to wet areas shall be 6 blades and to the Break Room and Gymnasium shall be 14 blades.
- 4.5 Install fixed storm shutters to all window openings.
- 4.6 Supply and install kitchen cabinet casework
- 4.7 Supply and install 20 large hooks in male change room and 10 in female change rooms for hanging clothes and towels.

5.0 Plumbing Fixtures

- 5.1 Kitchen sink and Vanity basin should have shut –off valves
- 5.2 Supply and install a wall mirror at the location of a vanity basin
- 5.3 All shower cubicles should be supplied with a soap holder
- 5.4 All Toilet cubicles should be supplied with toilet roll holder
- 5.5 The kitchen sink shall be single basin double drain.

6.0 Pre- Fabricated Container Site Installation

- 6.1 Securely fastened containers on to 500x500 reinforced concrete pad footing. Footing height shall be determined on site so to provide adequate fall sewer line to MH #5. Pack the underside of containers with steel plates where necessary.
- 6.2 Provide Watertight joints between containers.
- 6.3 Provide metal stairs with railings for each external door openings.
- 6.4 Connect the sewer lines from the Break room to the NEC sewer system via MH#5
- 6.5 Connect the water system to the Service CAC Building- use hose connection from one of the existing hose bibs on the outside of the Service CAC. The water tank shall be fitted with a ball valve.
- 6.6 Connect the power feed from the to the Break room to the Service CAC in buried plastic conduit and connect the plastic conduit to a metal conduit, installed by the Embassy, on the end of the service CAC building. The Embassy installed conduit will not be pre-loaded with wire. The contractor will pull the cable from the Break room main power panel all the way to the main power panel in the Service CAC. Embassy will assist with the final connections to the NEC power system.
- 6.7 The water tank shall be installed on the existing concrete parking
- 6.8 The water pump shall be installed under the containers as close to the water connection as possible protected from the weather

7.0 Break Room Space Schedule

	Room	Comments	Lighting	Air con/Vent	Windows
1.0	Break Room	Space for 15 people	4ftflurorscent with Diffuser	24,000 BTU split unit	3bays
2.0	Male Change area	Space for 34 Lockers + Change area	4ft fluorescent with Diffuser	18,000BTU split unit	
3.0	Female Change area	Space for 6 Lockers + Change Area	4ft fluorescent with Diffuser	12,000BTU split unit	
4.0	Male Toilet Facilities	2 Cubicles	4ft fluorescent with Diffuser	Extract Fan wall mounted	2 bays
5.0	Male Shower Facilities	2 Cubicles	4ft fluorescent with Diffuser	Extract Fan wall mounted	2 bays
6.0	Male Vanity Area	2 units	4ft fluorescent with Diffuser		
7.0	Female Toilet Facilities	1 Cubicle	4ft fluorescent	Extract Fan wall mounted	1 bay
8.0	Female Shower Facilities	1 Cubicle	4ft fluorescent	Extract Fan wall mounted	1 bay
9.0	Female Vanity Area	1 unit	4ft fluorescent		

8.0 Gymnasium Space Schedule

	Room	Comments	Lighting	Air con/Vent	Windows
1.0	Gym Area		4ft fluorescent	24,000BTU split unit	3 bays
2.0	Male Change area	Space for 6 people	4ft fluorescent		
3.0	Female Change area	Space for 6 people	4ft fluorescent		
4.0	Male Toilet Facilities	1 Cubicle	4ft fluorescent	Extract Fan wall mounted	1bay
5.0	Male Shower Facilities	1 Cubicle	4ft fluorescent	Extract Fan wall mounted	1 bay
6.0	Male Vanity Area	1 Unit	4ft fluorescent		
7.0	Female Toilet Facilities	1 Cubicle	4ft fluorescent	Extract Fan wall mounted	1bay
8.0	Female Shower Facilities	1 Cubicle	4ft fluorescent	Extract Fan wall mounted	1 bay
9.0	Female Vanity Area	1 Unit	4ft fluorescent		

9.0 Furniture + Equipment Schedule

	Equip/Furniture	Location	Qty
1.0	Dining Table for 6	Break Room	3
2.0	Chairs	Break Room	20
3.0	Refrigerator (Vertical Double door)	Break Room	1
4.0	Microwave Oven 32Lt	Break Room	1
5.0	Electrical Urn 20Lt	Break Room	1
6.0	Locker units	Change room	40 units